



ROCKAWAY BEACH STABILIZATION PROJECT

Addendum No. 1 July 22, 2013

Date of Addendum Issue: July 22, 2013
Sealed Bids Due: 9:15 AM, July 30, 2013
Bid Opening: 9:30 AM, July 30, 2013

NOTICE TO ALL PLAN HOLDERS

This Addendum No. 1, containing the following revisions, additions, deletions, and/or clarifications, is hereby made a part of the Plans and Contract Provisions (Contract Documents) for the above-named project. Bidders shall take this Addendum into consideration when preparing and submitting their bids.

Bidders shall acknowledge receipt and acceptance of this Addendum No. ~~2~~ in the space provided on the Signature Page of the Proposal/Bid Form. Failure to provide written acknowledgement may result in disqualification of the Bidders submittal.

Item No.	Page/ Drawing	Location or Description of Change
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ADVERTISEMENT

1.001	Advertisement	Remove the entire Advertisement and replace it with the attached Advertisement.
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PROPOSAL FORMS

1.002	Proposal	Remove the entire Proposal and replace it with the attached Proposal.
1.003	Sub Contractors List	Insert the "Local Agency Sub Contractors" at the end of this section.

CONTRACT FORMS

1.004	Contract	Delete "Local Agency DBE Utilization Certifications", "Instructions for DBE Utilization Certificate", and Local Agency DBE Written Confirmation Document" There are no DBE goals and these forms do not apply.
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SPECIAL PROVISIONS

1.005	99	Delete General Special Provision 1-02.9 "Delivery of Proposal"
1.006	111	Delete General Special Provision 1-05.4(1) "Roadway and Utility Surveys"
1.007	147	Delete General Special Provision 1-10.3(3)A "Construction Signs"
1.008	New	Add a new specification "Beach Nourishment Deposit Mechanism" at the end of Division 8. See attached.

FHWA 1273

1.009	99	Remove the "Required Contract Provisions for Federal-Aid Construction Contracts" dated March 10, 1994 and replace with the "Required Contract Provisions for Federal-Aid Construction Contracts" dated May 1, 2012
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PLANS

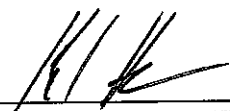
1.010	LA-01	Remove sheet LA-01 and replace with the attached LA-01 sheet.
1.011	All	Signed plans are available for viewing at City Hall

APPENDICES

1.012	NPDES Permit	Add Section 4f Letter. See attached.
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End Addendum No. 1

Signed:


K. Chris Hammer, P.E. – Engineering Manager

7.22.2013

Date



City of Bainbridge Island
Public Works Department
Bainbridge Island, WA 98110

ADVERTISEMENT FOR BIDS
ROCKAWAY BEACH ROAD STABILIZATION PROJECT

Sealed bids will be received by the City of Bainbridge Island for the **Rockaway Beach Road Project** until **9:15 AM, July 30, 2013**, at the **City Clerk's office**, 280 Madison Avenue N., Bainbridge Island, Washington 98110, and will be opened and publicly read out loud.

All bid proposals must be on the form provided and must be accompanied by a bid proposal deposit in cashier's check, postal money order, or surety bond in an amount equal to five percent (5%) of the amount of the bid proposal. The amount of the surety bond may be stated either as a dollar amount or as a percentage of the bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory payment and performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Bainbridge Island.

Contract Documents may be purchased for **\$45.00** per set (half-sized plans) or reviewed at the City of Bainbridge Island, Public Works Department, 280 Madison Avenue N., Bainbridge Island, WA 98110 - Phone 206.842.2016. Delivery by US Mail is an additional **\$10.00** per set for half-sized plans.

Bids must be sealed with the outside of the envelope marked by the PROJECT NAME AND BID OPENING DATE. Name and address of the bidder should also appear on the outside of the envelope. Faxed bids and/or surety bonds will not be accepted. After the date and hour set for the opening of bids, no bidder may withdraw its bid unless the award of the contract is delayed for a period exceeding 120 calendar days following bid opening. All bidders agree to be bound by their bids until the expiration of the stated time period.

PROJECT NAME: **Rockaway Beach Road Stabilization Project**

SEALED BIDS DUE: **9:15 AM, July 30, 2013**

BID OPENING: **9:30 AM, July 30, 2013**

NATURE OF IMPROVEMENT: The Contractor shall provide all labor, materials, tools, equipment, transportation, supplies and incidentals necessary for the following major elements:

The work includes, but is not limited to, the following: Stabilize embankments and repair a section of the roadway in the vicinity of an eroding shoreline bluff located approximately 1000

feet South of Old Creosote Hill Road. Major items of work include the construction of approximately 340 feet of wall along the beach, geotextile slope stabilization, and restoring approximately 550 feet of the roadway. No in-water work will occur during this project.

The City of Bainbridge Island reserves the right to reject any or all bids and to waive informalities in the bidding process. The contract will be awarded to the lowest responsible bidder. Bidders must meet the mandatory responsibility criteria required by RCW 39.04.350 and supplemental responsibility criteria described in the Special Provisions that are incorporated herein by reference. Bidders should verify they meet the responsibility criteria before submitting a bid.

Title VI Notice: The City of Bainbridge Island fully complies with Title VI of the Civil Rights Acts of 1964 and related statutes and regulations in all programs and activities. **Americans with Disabilities Act (ADA):** Individuals requiring reasonable accommodations may request written materials in alternate formats, sign language interpreters and physical accessibility accommodations. For more information, contact the City Clerk's office at 206.842.2545 and/or cityclerk@bainbridgewa.gov

The City of Bainbridge Island in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin, or sex in consideration for an award.

PART 1. - PROPOSAL FORMS

Proposal - Project Timing, Location, Description

TO: THE CITY OF BAINBRIDGE ISLAND
City Hall
280 Madison Avenue N.
Bainbridge Island, WA 98110

The undersigned certifies that it has personally examined the location of the:

Rockaway Beach Road Stabilization Project

and that it understands the Contract Documents governing the work and the method by which payment will be made for the work. The undersigned proposes to undertake and complete the work embraced in this improvement in strict accordance with the Contract Documents at the rates and prices in the proposal.

The Bidder agrees to complete the work as specified, including corrections; finish and cleanup within not more than fifty **(50) working days** on the entire project, of the Notice to Proceed date given by the City of Bainbridge Island. Intertidal work must be completed between July 15, 2013 and September 15, 2013.

(Note: Unit prices for all items, extensions and total amount of bid must be shown in ink or typewritten.)

Location of the work: **1000 Feet South of Old Creosote Road**

Description of the work: The work includes, but is not limited to, the following: Stabilize embankments and repair a section of the roadway in the vicinity of an eroding shoreline bluff located approximately 1000 feet South of Old Creosote Hill Road. Major items of work include the construction of approximately 340 feet of wall along the beach, geotextile slope stabilization, and restoring approximately 550 feet of the roadway. No in-water work will occur during this project.

Proposal – Items of Work and Materials to be Provided, Estimated Quantities, Units of Measurement at the Unit Bid Prices

Project: ROCKAWAY BEACH ROAD STABILIZATION PROJECT

Item #	WADOT ITEM #	Items of Work / Materials to be Furnished	Est. QTY	Unit	Unit Bid Price *	Total Price
Preparation						
1	001	MOBILIZATION	1	LS		
2	SP	BEACH NOURISHMENT DEPOSIT MECHANISM	1	EST.		45,000.00
3	0025	CLEARING AND GRUBBING	0.16	ACRE		
4	0050	REMOVAL OF STRUCTURES AND OBSTRUCTION	1	LS		
5	0120	REMOVAL OF ASPHALT CONCRETE PAVEMENT	757	SY		
6	0145	REMOVING CONCRETE BARRIER	102	LF		
7	0170	REMOVING GUARDRAIL	158	LF		
8	0182	REMOVING GUARDRAIL ANCHOR	1	EACH		
GRADING						
9	0310	ROADWAY EXCAVATION INCLUDING HAUL	227	CY		
10	0470	EMBANKMENT COMPACTION	227	CY		
11	5047	GRAVEL BASE	174	TON		
SURFACING						
12	5120	CRUSHED SURFACING TOP COURSE	198	TON		
HOT MIX ASPHALT						
13	5767	HMA CL. ½ IN PG 64-22	26	TON		
14	5837	ASPHALT PRICE ADJUSTMENT	21	CALC		
STRUCTURE						
15	4007	SHORING OR EXTRA EXCAVATION CL A	1	LS		
16	7559	GEOSYNTHETIC RETAINING WALL	5,098	SF		
17	7567	GRAVEL BORROW FOR GEOSYNTHETIC	5100	CY		

		RETAINING WALL INCLUDING HAUL				
18	6711	BEAM GUARDRAIL TYPE 31- 8 FOOT LONG POST	113	LF		
19	6719	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	1	EACH		
20	6766	BEAM GUARDRAIL ANCHOR TYPE 10	1	EACH		
21	7530	CONSTRUCTION GEOTEXTILE FOR SEPARATION	1,267	SY		
SHEET PILE WALL- ALTERNATIVE A1						
22	SP	FURNISHING STEEL SHEET PILING	210	TON		
23	SP	INSTALL STEEL SHEET PILING	350	LF		
24	4205	CONCRETE CLASS 5000 FOR SHEET PILE WALL	65	CY		
25	4144	EPOXY-COATED ST. REINF. BAR FOR SHEET PILE WALL	6900	LB		
26	4006	STRUCTURE EXCAVATION CLASS A INCL HAUL	317	CY		
27	SP	PERMEABLE BALLAST FOR SHEET PILE WALL	195	CY		
28	SP	STRUCTURAL BACKFILL FOR SHEET PILE WALL	600	CY		
29	SP	PERF DRAIN PIPE FOR SHEET PILE WALL	350	LF		
30	7550	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	500	SY		
SOLDIER PILE WALL – ALTERNATIVE A2						
22	4048	SHAFT – 30 IN. DIAMETER	1380	LF		
23	4053	FURNISHING SOLDIER PILE – HP SECTION	1840	LF		
24	4299	LAGGING	3450	SF		
25	4006	STRUCTURE EXCAVATION CLASS A INCL HAUL	317	CY		
26	SP	PERMEABLE BALLAST FOR SOLDIER PILE WALL	130	CY		
27	4025	STRUCTURAL FILL FOR SOLDIER PILE WALL	600	CY		
28	SP	PERF DRAIN PIPE FOR SOLDIER PILE WALL	350	LF		
29	7550	CONSTRUCTION GEOTEXTILE FOR UNDERGROUND DRAINAGE	500	SY		
EROSION CONTROL AND PLANTING						
31	1086	QUARRY SPALLS	150	TON		
32	6071	IRRIGATION SYSTEM	150	LS		
33	6373	SILT FENCE	699	LF		
34	6403	ESC LEAD	25	DAY		

35	6410	TOPSOIL TYPE B	154	CY		
36	6414	SEEDING, FERTILIZING AND MULCHING	0.15	ACRE		
37	6455	BIODEGRADABLE EROSION CONTROL BLANKET	757	SY		
38	6468	STABILIZED CONSTRUCTION ENTRANCE	100	SY		
39	6490	EROSION/WATER POLLUTION CONTROL	1	EST		
40	6500	COMPOST SOCK	44	LF		
41	6552	PSIPE – ACER MACROPHYLLUM	46	EACH		
42	6552	PSIPE – ALNUS RUBRA	46	EACH		
43	6552	PSIPE –FRAGARIA CHILOENSIS	201	EACH		
44	6552	PSIPE –GAULTHERIA SHALLON	398	EACH		
45	6552	PSIPE – HOLODISCUS DISCOLOR	398	EACH		
46	6552	PSIPE –PINUS CONTORTA	46	EACH		
47	6552	PSIPE –PSEUDOTSUGA MENZIESII	46	EACH		
48	6552	PSIPE –SYMPHORICARPOS ALBUS	197	EACH		
49	6580	BARK OR WOOD CHIP MULCH	77	CY		
50	7535	CONSTRUCTION GEOTEXILE FOR DITCH LINING	230	SY		
TRAFFIC						
51	6806	PAINT LINE	500	LF		
52	6890	PERMANENT SIGNING	1	LS		
53	6971	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS		
OTHER ITEMS						
54	7038	ROADWAY SURVEYING	1	LS		
55	7038	STRUCTURE SURVEYING	1	LS		
56	7003	TYPE B PROGRESS SCHEDULE	1	LS		
57	7728	MINOR CHANGE	1	LS		5000.00
58	7736	SPCC PLAN	1	LS		
SUBTOTAL WITHOUT WALL ITEMS						\$
SUBTOTAL ESTIMATED BID PRICE – SHEET PILE WALL (ALTERNATIVE A1)						\$
SUBTOTAL ESTIMATED BID PRICE – SOLDIER PILE WALL (ALTERNATIVE A2)						\$
TOTAL CONSTRUCTION COST- SHEET PILE WALL						\$
TOTAL CONSTRUCTION COST- SOLDIER PILE WALL						\$

WSST		\$ 0.00
TOTAL BID AMOUNT		\$

Signature of Authorized Official / Date

Print – Name / Company Name

* Note: Bidder is responsible for all Washington State Retail Sales Taxes that may apply to all work for building, repairing or improving streets, roads, etc.; including: non-motorized facilities, related storm drainage, and power for street lighting. See Section 1-07.2 for additional information.

Proposal – Signature Page

A bid deposit in the amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in a form as indicated below is attached hereto:

- ☐ CASHIER'S CHECK FOR _____ dollars made payable to the City of Bainbridge Island.
- ☐ POSTAL MONEY ORDER FOR _____ dollars made payable to the City of Bainbridge Island.
- ☐ BID BOND in the amount of five percent (5%) of the total bid.

ACKNOWLEDGEMENT OF ADDENDA:

Receipt is hereby acknowledged of Addendum No.(s): _____, _____, _____.

Bidder's Name

Address

(_____) _____
Telephone

Signature of Authorized Official(s)

WA State Registration No.

City of Bainbridge Island
Business License Number

WA State Unified Business
Identification Number

WA State Excise Tax Registration No.

WA State Employment Security
Department Number

Item must be checked

- ☐ A bidder must not have violated the "Off-Site Prefabricated Non-Standard Project Specific Items" reporting requirements of RCW 39.04.350(1)(f) more than one time, as determined by the Department of Labor and Industries

Print - Name and Title

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

Signed and sworn to before me on _____ day of _____, 2013.

(Name)

Notary Public in and for the State of Washington,

residing at _____

My appointment expires: _____

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

- 1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.**
- 2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.



Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, That we,

of

as principal, and the

a corporation duly organized under the laws of the state of _____, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the Department of Transportation within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)

Proposal – Statement of Bidder’s Qualifications

Each bidder submitting a proposal on work included in these specifications shall prepare and submit as part of its bid, the following data (attach additional sheets as necessary):

1. Name of Bidder: _____
2. Permanent Business Address: _____
3. Telephone: (____) _____
4. When organized: _____. If corporation, where incorporated? _____
5. Number of years engaged in the contracting business under present name? _____
6. List any other names used and number of years in the contracting business: _____

7. Background and experience of the principal members of organization, including officers: _____

8. General character of work performed by company: _____

9. List experience in construction work similar in nature to this project: _____

10. Contracts on hand: (Schedule these, showing dollar amount for each contract and anticipated completion dates): _____

11. List major projects constructed in past five years. (List owner's name / address / phone #, project names, approximate cost, and the month and year completed): _____

12. List major equipment (in satisfactory working condition) available for this contract: _____

13. List all previous projects you have undertaken which have resulted in partial or final settlement of the contract by arbitration or litigation? List owner's name/address/phone and reason for default, total claims arbitrated or litigated and amount of settlement of claims: _____

14. Explain any past, ongoing, or current business or personal dealings with the City of Bainbridge Island or any consultants and/or representatives of the City: _____

15. Credit available as of the date of this statement: \$ _____
16. Bank reference(s)- List bank(s) name/address/phone #, account #, and contact person: _____
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Bainbridge Island? ☐ Yes ☐ No
18. The undersigned authorizes any person, firm or corporation to furnish additional information requested by the City of Bainbridge Island to verify the information provided by the Bidder in this Statement of Bidder's Qualifications.

Dated this _____ day of _____, 2013.

Signature of Bidder

Print - Company Name and Title

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

_____ being duly sworn deposes and says that he/she is
_____ of _____ and that the answers to the
foregoing questions and all statements therein contained are true and correct.

Signed and sworn to before me this _____ day of _____, 2013.

(Name)

Notary Public in and for the State of Washington,

residing at _____

My appointment expires: _____

Local Agency Name

Local Agency Address

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW **must** be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name
Work to be Performed

Subcontractor Name
Work to be Performed

Subcontractor Name
Work to be Performed

Subcontractor Name
Work to be Performed

Subcontractor Name
Work to be Performed

* Bidder's are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

1 Add the following new section:

2

3 **(July 10, 2013)**

4 **2-05 Beach Nourishment**

5

6 **2-05.1 Description**

7 The Contractor shall construct a beach nourishment deposit mechanism adjacent to the
8 reinforced slope. This system will be designed by the Engineer following Contract Award.

9 The purpose of this system is to allow the Contracting Agency to provide materials that
10 nourish the beach's plant and animal life.

11

12 **2-05.4 Measurement**

13 No specific unit of measurement will apply to the force account item of "Beach Nourishment
14 Deposit Mechanism".

15

16 **2-05.5 Payment**

17 "Beach Nourishment Deposit Mechanism", by force account as provided in Section 1-09.6.

18 Construction of the beach nourishment deposit mechanism as designed by the Engineer will

19 be paid by force account in accordance with Section 1-09.6. For the purpose of providing a

20 common Proposal for all Bidders, the Contracting Agency has entered an amount for "Beach

21 Nourishment Deposit Mechanism" in the Proposal to become a part of the total Bid by the

22 Contractor.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with

the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this

contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,

after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration; Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or

general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



CITY OF
BANNERIDGE
ISLAND

200 West Avenue, Suite 1200
Seattle, Washington 98101-3277
(206) 337-3800 Fax: (206) 337-5621

PUBLIC WORKS
ENGINEERING
DEPARTMENT

PROJECT INFORMATION
ROCKAWAY BEACH
ROAD STABILIZATION



BergerABAM
1301 First Avenue, Suite 1200
Seattle, Washington 98101-3277
(206) 337-3800 Fax: (206) 337-5621

REVISION BLOCK

NO.	DATE	BY	REVISION
1	12-22-13	RAF	ADDendum 1
2	01-22-14	RAF	ADDendum 2
3	02-22-14	RAF	ADDendum 3
4	03-22-14	RAF	ADDendum 4
5	04-22-14	RAF	ADDendum 5
6	05-22-14	RAF	ADDendum 6
7	06-22-14	RAF	ADDendum 7
8	07-22-14	RAF	ADDendum 8
9	08-22-14	RAF	ADDendum 9
10	09-22-14	RAF	ADDendum 10
11	10-22-14	RAF	ADDendum 11
12	11-22-14	RAF	ADDendum 12
13	12-22-14	RAF	ADDendum 13
14	01-22-15	RAF	ADDendum 14
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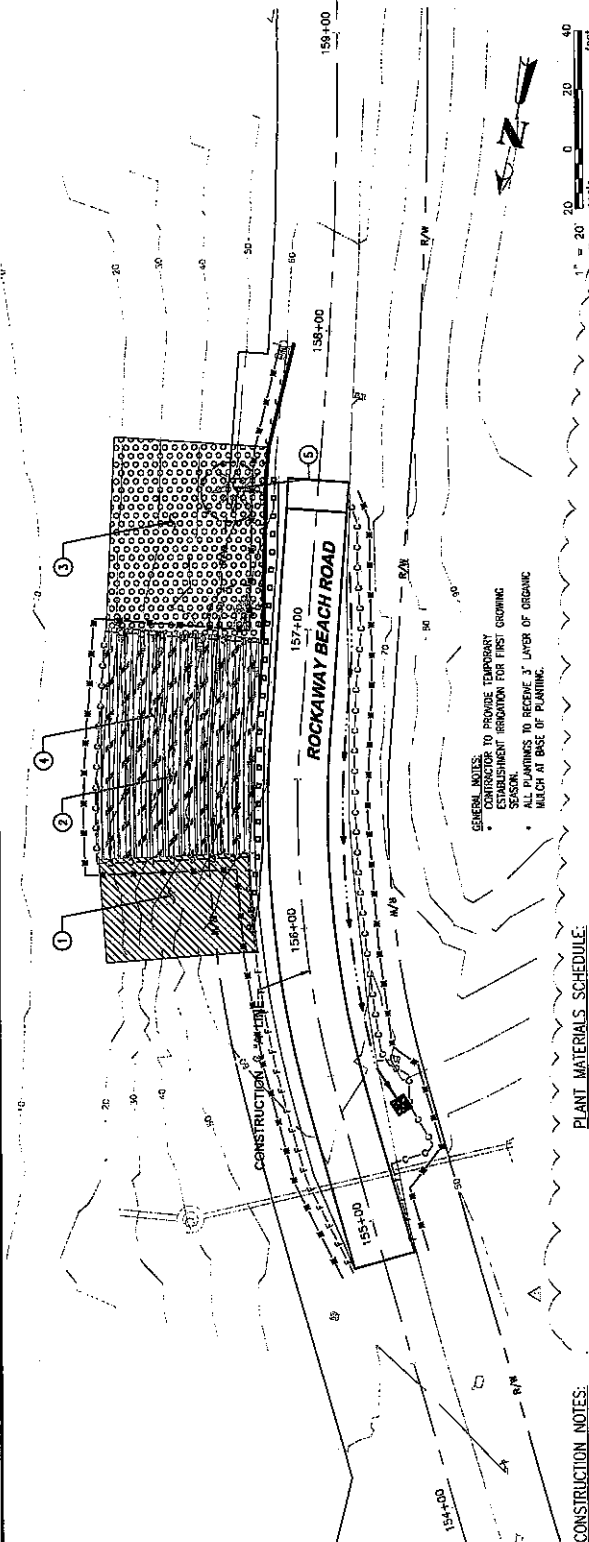
PLANTING PLAN



SEAL OF THE
CITY OF
BANNERIDGE
ISLAND
REGISTERED
PLANTING
DESIGNER
TODD J. LACOMBE
CERTIFICATE NO. 987

LA-01

Sheet No. 18 of 25



Planting Zone	Scientific Name	Common Name	Type	Size of Plants (at material)	Plants per Group	Planting Density (Spacing)	Number of Plants	Number of Plants (Shrubs adjusted for trees)
Slope on north side of gabion wall area ~1,600 sf	<i>Pseudotsuga menziesii</i>	Douglas Fir	T	Bare root/plug	1	5' centers	16	16
	<i>Acer macrophyllum</i>	Bigleaf Maple	T	Bare root/plug	1	5' centers	16	16
	<i>Alnus rubra</i>	Red Alder	T	Bare root/plug	1	5' centers	16	16
	<i>Pinus contorta</i>	Shore Pine	T	Bare root/plug	1	5' centers	16	16
	<i>Symphoricarpos albus</i>	Snow berry	S	Bare root	1	2.5' centers	84	68
	<i>Gaultheria shallon</i>	Solid	S	1 gallon container	1	2.5' centers	84	68
	<i>Holodiscus discolor</i>	Oceanspray	S	Bare root	1	2.5' centers	84	68
Gabion Wall	<i>Fragaria chiloensis</i>	Coastal straw berry	S	1 gallon container	1-3	2.5' centers	201	
	<i>Gaultheria shallon</i>	Solid	S	1 gallon container	1-3	2.5' centers	201	
	<i>Holodiscus discolor</i>	Oceanspray	S	Bare root	1-3	2.5' centers	201	
							603	603
Slope on south side of gabion wall area ~3,000 sf	<i>Pseudotsuga menziesii</i>	Douglas Fir	T	Bare root/plug	1	5' centers	30	30
	<i>Acer macrophyllum</i>	Bigleaf Maple	T	Bare root/plug	1	5' centers	30	30
	<i>Alnus rubra</i>	Red Alder	T	Bare root/plug	1	5' centers	30	30
	<i>Pinus contorta</i>	Shore Pine	T	Bare root/plug	1	5' centers	30	30
	<i>Symphoricarpos albus</i>	Snow berry	S	Bare root	1	2.5' centers	158	128
	<i>Gaultheria shallon</i>	Solid	S	1 gallon container	1	2.5' centers	158	128
	<i>Holodiscus discolor</i>	Oceanspray	S	Bare root	1	2.5' centers	158	128
						585	505	
			</					

July 18, 2013

Mark Brooks
WSDOT Local Programs
Olympic Region
PO Box 47440
Olympia, WA 98504-7440

Revised APE
Rockaway Beach Road Stabilization
City of Bainbridge Island, Kitsap County

Dear Mr. Brooks,

The City of Bainbridge Island proposes to amend the previously approved APE (approved by SHPO on 12/27/2011 and 4/16/2012) for the above project with additional APE for a temporary access path down to the beach and the project site.

Rockaway Beach Rd is located along the southeastern shoreline of Bainbridge Island. It is located in the legal geographic description of Township 25N; Range 02E; Section 36 (vicinity map attached). The finding of "no historical properties affected" based on a survey of the original area was concurred by SHPO on March 20, 2012. The project design has been changed since the approved APE. The project currently proposes to construct a soldier and/or sheet pile wall at the base of the eroded and failing bluff that Rockaway Beach Road is situated upon. A geosynthesized wall will be built above the pile wall for the remainder of the slope up to the road, as previously designed. The road above the wall will be reconstructed to current standards. Other project activities include beach supplementation and slope restoration and planting. All of these activities would be within the limits of the previously approved APE.

Additional areas outside the approved APE will be necessary for project completion. A 15 to 20-foot wide temporary access route will be established from the existing gravel parking area within Pritchard Park, approximately 900 feet north of the project site. Staging will also be provided within the existing parking area. Construction equipment will be driven along the beach to the project site. No ground disturbing activities will occur along the beach access route. Attached is the APE map that includes the additional area.

We believe that this alteration to the project does not require additional Section 106 review and will not affect the "No Historic Properties Affected" determination made in the original review. All activities to take place within the additional areas will be within the limits of previous disturbance, see attached photo log. Construction of the temporary access path will be within the limits of previous disturbance for restoration at Pritchard Park (those restoration plans are attached). These restoration efforts included grading and planting to a depth of 2 feet. The

proposed access path will not require excavation/grading beyond 2 feet at that location. The remainder of the path will be along the cobble beach and will not involve grading/excavation.

Should you have any questions, please contact me at 425-503-3629.

Sincerely,



A handwritten signature in dark ink, appearing to read "Ross Widener", with a stylized flourish at the end.

Ross Widener

Widener & Associates



Legend

-  Approved APE 4/16/2012
-  Additional APE

APE Map
Rockaway Beach Road Stabilization
City of Bainbridge Island

July 16, 2013

Rockaway Beach Road Stabilization Photo Log

This photo log has been prepared to show the disturbed conditions of the additional APE area

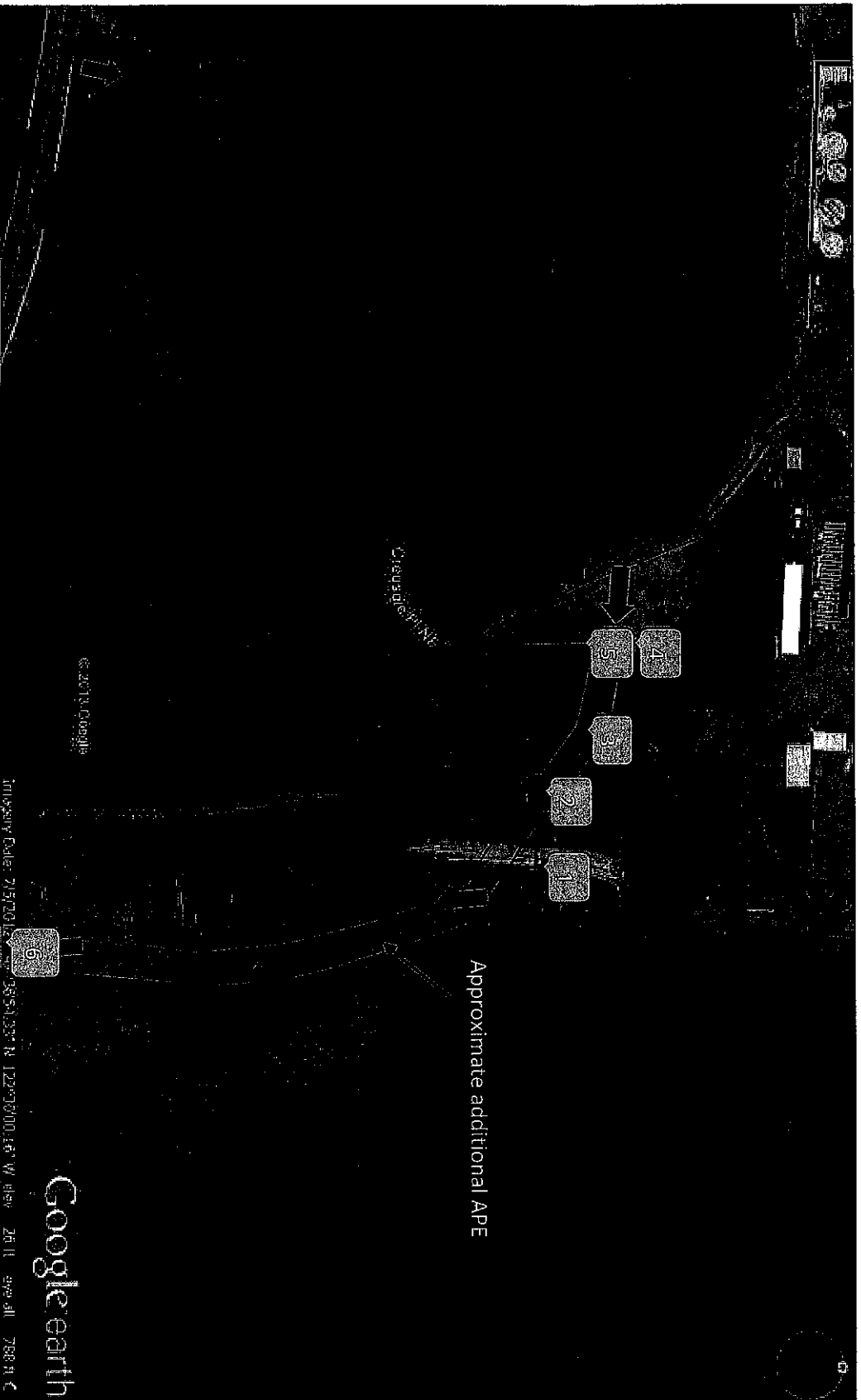


Photo Point



Photo 1: View west. Temporary construction access entrance (previously disturbed by the City). This entire stretch of beach has been previously restored.



Photo 2: View north east. Temporary construction access route to staging area. This area was previously disturbed for planting and beach restoration (restoration plans attached).

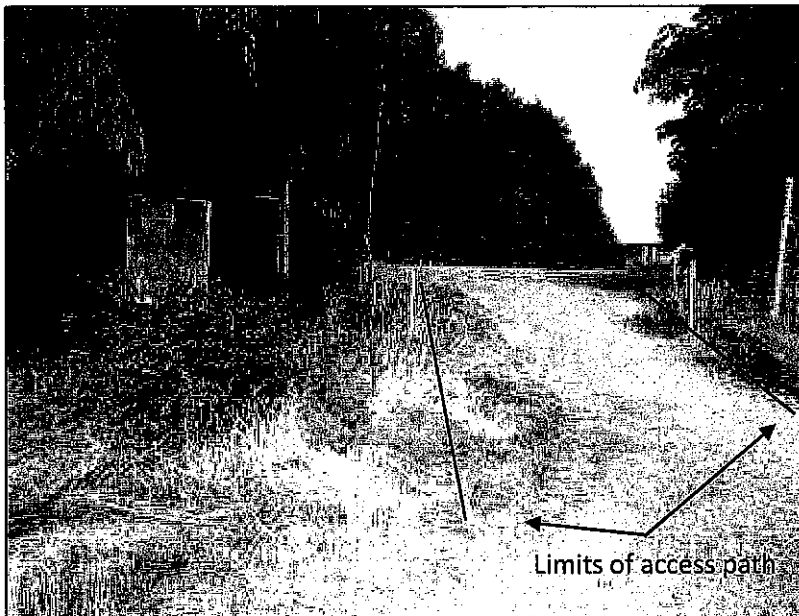


Photo 3: View west. Temporary construction access route from beach to gravel parking area.



Photo 4, left: View west. Temporary construction access route on existing path

Photo 5, right: View south.
Temporary access/staging area.

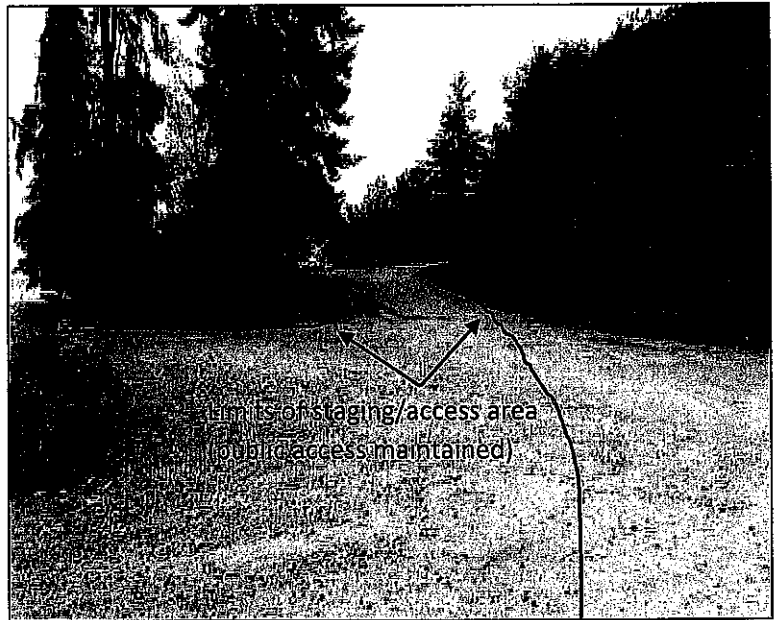
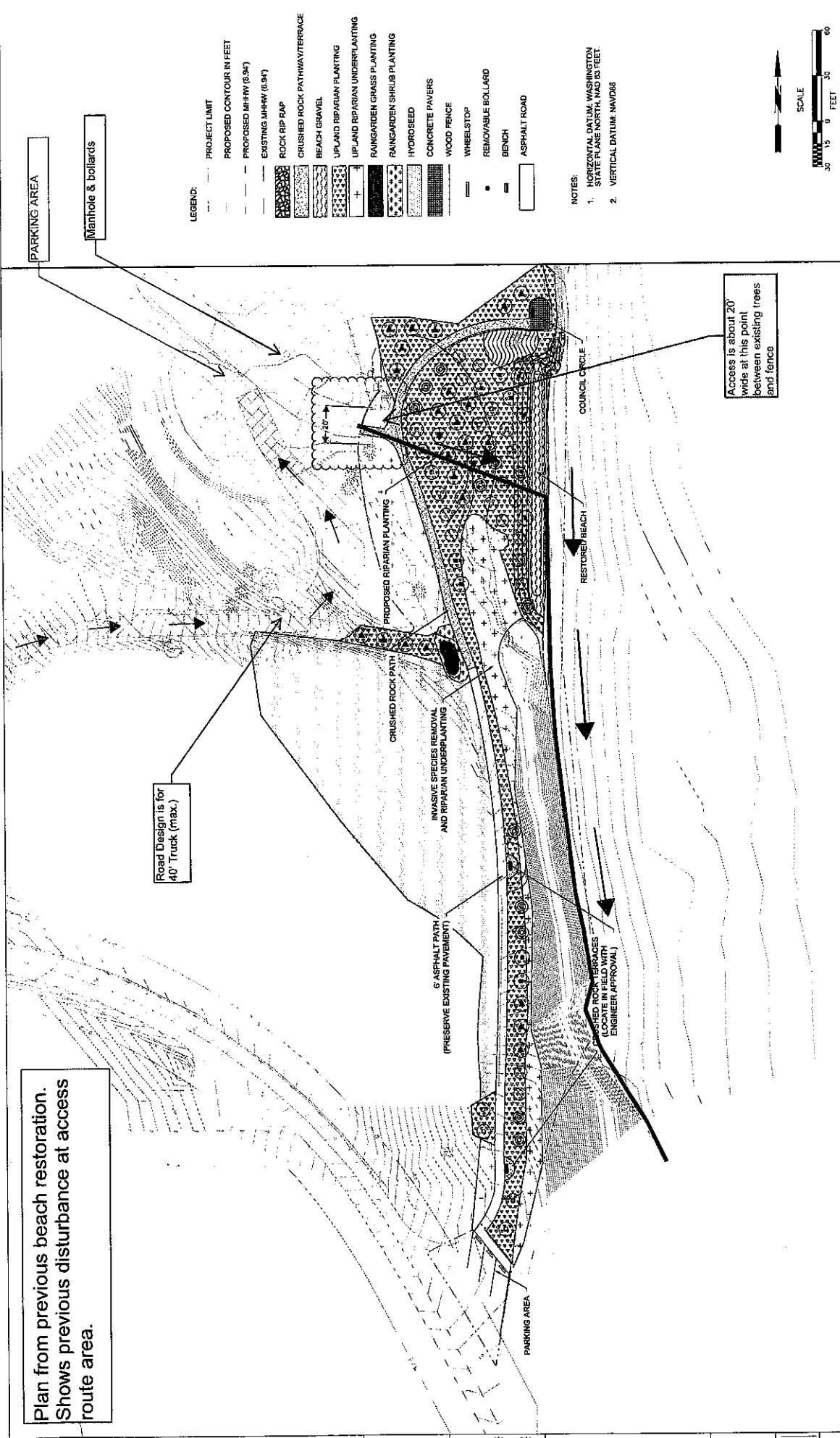


Photo 6, left: View north. Access path along beach. There will be no ground disturbance. Equipment will be driven along beach.

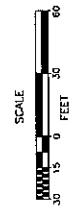
Plan from previous beach restoration.
Shows previous disturbance at access
route area.



- LEGEND:
- PROJECT LIMIT
 - PROPOSED CONTOUR IN FEET
 - PROPOSED MHHW (8.94)
 - EXISTING MHHW (8.94)
 - ROCK RIP RAP
 - CRUSHED ROCK PATHWAY/TERRACE
 - BEACH GRAVEL
 - UPLAND RIPARIAN PLANTING
 - UPLAND RIPARIAN UNDERPLANTING
 - RAINGARDEN GRASS PLANTING
 - RAINGARDEN SHRUB PLANTING
 - HYDRPOSEED
 - CONCRETE PAVERS
 - WOOD FENCE
 - WHEELSTOP
 - REMOVABLE BOLLARD
 - BENCH
 - ASPHALT ROAD

NOTES:

- HORIZONTAL DATUM: WASHINGTON STATE PLANE NORTH, NAD 83 FEET
- VERTICAL DATUM: NAVD83



<p>PRITCHARD PARK EAST BLUFF SHORELINE RESTORATION PROJECT</p> <p>ANCHOR OEA</p>		<p>COMPOSITE SITE PLAN</p> <p>BID SET</p>
<p>CITY OF BAINBRIDGE ISLAND ENGINEERING & PUBLIC WORKS DEPARTMENT</p>		<p>Sheet No. 3 of 17</p> <p>Project No. G-3</p>
<p>Scale: AS SHOWN Drawing No. G-3</p>		<p>DATE: 07-15-10</p>
<p>NO. DATE BY REVISION</p>		<p>DATE: 07-15-10</p>